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ABSTRACT

The lack of well-defined policies in the personnel areas of new positions, promotions, involuntary and voluntary transfer, and demotions is of great concern to most principals and assistant principals. Most concerned educators indicate that the development of transfer and assignment policies guaranteeing proper involvement, recognition, due process, and protection are essential if hard-working and productive building administrators are to survive professionally. The information in this booklet is a means of assisting school administrators with the development of appropriate language to be used in initiating or modifying these important personnel policies. It is intended to be a model of specific and appropriate language, anchored in a framework of due process, for drafting policies dealing with promotions, new positions, voluntary and involuntary transfers, and certain types of demotions. (Author/MLF)

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Administrative Assignment and Transfer

Policies Reflecting Due Process

Promotions • New Positions
Transfers • Demotions

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
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National Association of Secondary School Principals
Reston, Virginia

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National Association of Secondary School Principals
1979

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Overview

As school districts throughout the country are confronted with enrollment reductions, tax revolt issues, and major accountability pressures, school boards and superintendents have continued to guard their right of administrative assignment and transfer as one means of coping better with these realities of life. Principals and assistant principals also have great concern for and interest in policies governing assignment and transfer—*concern* about policies that seem to exist in some state of verbal or written confusion, and *interest* in seeing that these vitally important personnel policies contain specific language reflecting fairness and due process.

Current assignment and transfer policies dealing with new positions, promotions, involuntary and voluntary transfer, and demotions are creating great apprehension and employment problems for some administrators. The *lack* of well-defined policies in these sensitive personnel areas is of great concern to most principals and assistant principals, particularly in a decade when frequent reorganization and transfer represents common management practice. At present, few status issues are more important to them. NASSP continues to receive letters and phone calls relating to transfer and assignment at a much greater rate than just a year ago. Most concerned educators indicate that the development of transfer and assignment policies guaranteeing proper involvement, recognition, due process, and protection are essential if hard-working and productive building administrators in key assignments throughout this country are to survive professionally.

While collecting written documents and discussing local policies with secondary school administrators working in many sections of the country, NASSP became aware that a model of specific and appropriate language was needed as a guide for drafting policies dealing with promotions, new positions, voluntary and involuntary transfers, and certain types of demotions. Most of the personnel policy inquiries to

NASSP have dealt with one or more of these issues—with an intense interest always being shown in obtaining model policy language anchored in a framework of due process. Thus, as a means of assisting school administrators with the development of appropriate language to be used in initiating or modifying these important personnel policies, the information in this booklet is presented for review.

Obviously, the intent in presenting basic policy provisions is not to bypass state statutes relative to these matters. Sensitive local personnel policies of this type should always be developed in consort with applicable state law. Therefore, the policy language included in this special paper may be most helpful to members working on these issues when state statutes are silent with regard to promotion, new positions, transfer, assignment, and demotion.

Promotions and New Positions

A. Every employee represented by the *Association*[1] shall be eligible to apply for any promotion or new position or any other position which becomes vacant or otherwise available within the school district and shall be eligible for appointment to the said position if fully and properly qualified as required by the Board of Education.

B. Notice of Vacancy

1. The Board shall cause a notice of any such vacancy or opening to be posted for the attention of all employees and shall furnish a copy of such notice to the Association president. Such notice shall be so posted and furnished no less than 30 calendar days prior to the final date of application for the said position.

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1. *Association*, as used in this publication, will apply to all districts where a local administrator or principals' organization is functioning. Obviously, the term will be deleted in districts where it is not applicable.

2. In terms of the position to be filled, such notice shall set forth:
   (a) The qualifications and requirements for appointment.
   (b) The duties of the position.
   (c) The salary and other benefits of the position.
   (d) Application procedures, including the final date for submission of application forms.
   (e) Any other required materials or pertinent information.

C. In whatever procedures may be used by the Board or the superintendent or their authorized designee(s) to examine and evaluate the credentials and qualifications of candidates for any vacancy, those employees represented by the Association who may apply for appointment shall be given full and equal consideration and treatment along with all other candidates.

D. In no case shall the fact that the applicant is currently an employee of the school district be prejudicial to the candidacy of that employee for any position within the school district.

E. Temporary Vacancies and Assignments

1. Any vacancy of a temporary nature occasioned by:
   (a) the temporary inability of the person regularly assigned to the position to fulfill the responsibilities of the said position by virtue of illness, disability, special assignment, or other good cause, or
   (b) the need to fill a vacancy temporarily pending the due posting of notice, the opportunity for candidates to apply, and the evaluation of such candidacies

   may be filled by the Board's temporary appointment of a properly qualified person. Such person shall in each case be selected from among qualified individ-

uals already employed by the Board, unless there is no employee who is so qualified.

2. In the case of any such appointments made to replace individuals temporarily unable to fulfill their responsibilities, such positions shall be vacated immediately upon the return of the regularly assigned holder of the position.

3. In the case of temporary assignments (made according to section E-1-b immediately above), such assignment shall in no case be extended for a period longer than six months beyond the date of the first posting of notice of the said vacancy.

F. Should an employee seek appointment to any position which is remunerated by a salary and other benefits which are less than the compensation that the employee is already earning, the Board shall not be obligated to render to the employee any salary or benefits greater than those applicable to the specified position.

G. All vacancies and positions referred to in this section shall be filled on the basis of fitness, qualifications, and suitability for the specific vacancy or position. There shall be no discrimination in making of any such appointments by virtue of age, race, creed, color, religious beliefs, national origins, political affiliation, sex, or marital status, and in no case shall any appointment be denied to any candidate for reasons of vindictiveness or personal bias.

Transfers

DEFINITION: For purposes of this section, the term transfer shall ordinarily mean the reassignment of an employee from one work location to another within the school district. A transfer shall not usually involve any change in level of responsibility or authority or range of duties.

A. Voluntary Transfers

1. Any employee represented by the Association may apply for a transfer out of a specific work location to another work location.
2. Application for such transfer shall be made in writing to the superintendent or his designee (or Personnel Department) and shall include a statement of the reasons justifying or otherwise explaining the request for the transfer.
3. While applications for transfer may be submitted and acted upon at any time during the school year, no application submitted after *May 1*[2] in any school year shall be required to be given consideration for the ensuing school year.
4. Upon request, any employee who has applied for but not been granted a transfer will be given a written explanation for such denial by the superintendent or his designee no later than 10 work days following the submission of such a request.
5. Consideration and action upon applications for voluntary transfer to any vacant or open position shall be given priority over and made prior to consideration of a new appointment to the position.
6. The Board shall cause to be posted a list of such openings and vacancies as are known to it for the ensuing school year no later than *April 15*[3] of each school year and shall furnish a copy of the said list to the Association president. In the case of any vacancies or openings which become available after April 15, the May 1 deadline (contained in section A-3 immediately above) shall be waived.

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2. Some local agreements, rules, and/or regulations may require an earlier date.
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7. Any application for voluntary transfer shall remain valid and in effect for a period of one calendar year from the date of submission, except when a specifically requested position has been filled by some other employee.
8. If the granting of any request for transfer results in the maker of the request being assigned to a location where the rate of remuneration is less than the rate the employee received in the prior location, the request for the transfer shall be considered to constitute by the employee no claim to the higher rate of remuneration.

In a number of districts criteria for voluntary transfer may include some or all of the following:

- Certification.
- Applicable education and training.
- Length of service (in position and school system).
- Experience outside the school system.
- Program needs of school and/or district.
- Balance of staff.
- Extracurricular requirements.
- Length of time since last transfer.
- Success in previous assignment(s).
- Changes in school organization.
- Addition or elimination of an educational service.

B. Involuntary Transfers

1. Notice of a contemplated transfer which has not been requested by the employee being transferred shall be given that employee no less than 15 work days prior to the effective date of the transfer.
2. The employee served such notice may request a written explanation of the reasons for such transfer or a conference with the superintendent or his authorized designee (or both) to discuss the transfer, and shall be given such written explanation or granted such a conference (or both) no later than five

work days after the request is received by the office of the superintendent or his authorized designee. The employee shall have the right to be accompanied and assisted by a representative of the Association at any such conference.

3. In the event that an involuntary transfer results in placing the employee in a work location where the rate of remuneration is lower than that from which the employee has been transferred (e.g., in smaller high school than former assignment when salaries are based on size of school), the employee shall continue to be paid at the previous higher rate for one school year following the effective date of the transfer. An involuntary transfer to such a position of lower remuneration shall, at the conclusion of the second year, be deemed as a demotion and be subject to all of the provisions of the demotion policy.

In no case shall any request for transfer be denied or any involuntary transfer be made for reasons which are punitive in nature or result from personal bias or vindictiveness or discrimination by virtue of age, race, creed, color, religious belief, national origin, political affiliation, sex, or marital status.

Demotions[4]

DEFINITIONS:

Demotion shall mean the reassignment of an employee to a position on a lower level of supervisory or administrative authority or rank, or from a position of supervisory or administrative rank to a position which has no super-

4. Some state statutes deal directly with this concern and furnish the legal framework for handling this specific area of personnel issues.

visory or administrative authority. As a result of such demotion the employee will ordinarily be subject to a change in job title or a reduction in the rate of remuneration (or both).

Seniority of Position shall mean the total accumulation of time during which a specified position has been held by a specific employee within the school district.

System Seniority shall mean the total accumulation of time during which any specific employee has been employed as a certificated employee of the school district, regardless of the position held.

A. Demotion—As a Result of the Elimination of a Position

1. An employee may be demoted if the specific position held by that individual is eliminated from the table of organization of the school district by the Board of Education when no equivalent position is available.
2. The individual subject to a demotion for such cause may be reduced in rank to the next lower level of rank held by that individual in the district prior to appointment to the position being eliminated. If necessary, the employee being reassigned shall have such position made available at the next lower rank level by replacing that employee at the said lower level who holds the least seniority of position.
3. If within a period of four calendar years the position(s) previously eliminated should be reinstituted, such employee(s) as have been demoted shall be, with their consent, returned to their previous position(s) in direct conformity with their seniority of position. Whenever seniority of position is equal with two or more employees, system seniority shall determine priority of return to the reinstituted position or positions. (In the event that two employees have identical position and system seniority, some school districts consider experience outside the system.)

4. Except in cases of serious financial emergency in the school district, a demotion caused by the elimination of a position shall not take place during the school year and shall not become effective until the beginning of the ensuing school year. The employee to be demoted shall be notified in writing of the contemplated change no later than April 30 prior to the demotion. Should the demotion take place because of serious financial emergency, the employee shall be given notice of the contemplated elimination of position no less than 15 work days prior to the effective date of such action.

B. Demotion—As a Result of Reduction in the Number of Positions[5]

1. An employee may be demoted if such action is the outcome of a decision of the Board of Education to reduce the number of such position(s) as are held by the employee to be demoted for reasons of economy, substantial reduction in student population, consolidation and subsequent elimination of school buildings, or similar cause.

2. In the case of any such RIF demotion(s), the employee(s) to be demoted shall be determined on the basis of the least seniority of position (i.e., the first employee to be demoted shall be the individual with the lowest amount of seniority of position, the second with the second lowest amount of position seniority, etc.). Whenever seniority of position is equal, the difference in system seniority shall be applied, with the lower amount of system seniority being the final

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5. This serious issue represents only one component of the reduction-in-force problem. For further general assistance and specific information, see *Reduction-in-Force Working Policies and Procedures* published by NASSP in May 1978 and containing 20 RIF policy examples. A number of state statutes also give specific guidelines relative to this matter.

determiner of the individual to be subject to RIF demotion.

3. In the case of any such RIF demotion(s), the provisions of section A-2 regarding demotion procedures shall be applicable.
4. Any individual(s) so demoted shall be appointed to the position prior to the exhaustion of the list. Employees shall be reappointed from any such list in direct conformity with the length of their seniority of position in the position from which they were demoted, or system seniority in cases of equal seniority of position. An employee shall remain on any such special reappointment list and the list shall remain active and valid for a period of four years following the effective date of the demotion.
5. Should any employee who has been demoted under the provisions of either section A or B regarding demotion procedures be returned to the position held prior to demotion, the employee shall receive the same salary and benefits as that employee would be receiving had the employee been holding and rendering satisfactory service in that position during the full period of duration of the demotion.

C. Demotion—Because of Less-Than-Satisfactory Work Performance[6]

1. The Board of Education may demote an employee represented by the Association if the competency or adequacy of the work performance of the employee has, after evaluation, been rated as less than satisfactory by the superintendent or any designee who has been

6. When a state has a statute dealing with demotion and/or reduction in salary for reasons of incompetence, a statement should be included that the demotion will be undertaken as provide by law, with a specific reference to the precise statute.

properly certified and authorized to make such evaluations and ratings.

2. Any rating of the employee's professional work performance as being less than satisfactory shall be made according to the following procedures:
   (a) The employee shall be served notice in writing by the superintendent or his authorized designee that work performance of the said employee has been duly evaluated and rated as being less than satisfactory. The written notice shall specify the deficiencies in work performance resulting in the rating, list such improvements in work performance necessary for a rating of satisfactory levels, and set a date (within three days following the delivery of the written notice) for a conference between the employee and the person or persons responsible for having made the rating.
   (b) At the indicated conference the reasons for the rating, the nature of the required improvements, plus any suggestions for effectuating such improvements shall be reviewed in detail with the employee. A time limit for correcting the deficiencies and effectuating the improvements shall be set by the evaluator, preferably based upon mutual agreement with the employee. At the conference, the employee upon his request may be accompanied and assisted by a representative of the Association.
   (c) A supplementary evaluation and rating shall be made at the conclusion of the determined time limit and delivered in written form to the employee. If this supplementary rating indicates that the employee's work performance continues to be regarded as less than satisfactory, it shall further indicate whether steps to lead to a demotion of the employee are to be initiated.
3. A charge by the affected employee that the ratings and the recommendation of demotion are improper

and unjustified professionally or that they are based upon vindictiveness, personal bias, or discrimination shall be submitted to the superintendent within 10 calendar days of receipt of the supplementary written evaluation. The superintendent shall arrange for a hearing on such charges no later than 15 calendar days following receipt of any such charges in writing. The hearing shall take place before the Board or a committee of the Board duly authorized to deal with the question. The employee may be accompanied and assisted at any such hearing by legal counsel or by a representative of the Association (or both). Upon request of the employee, the hearing shall be conducted as a confidential proceeding.

If the charge is that the rating is professionally improper and unjustified, the Board, the superintendent, and/or the employee may invoke the assistance of such professionally expert consultants that they may wish to participate in the proceedings of the hearing. The hearing shall be conducted in accordance with the rules of evidence, and the introduction of testimony by and cross-examination of witnesses shall be permitted.

The Board shall, no later than five calendar days after the conclusion of the hearing, notify the employee in writing of its determination with respect to the employee's charges.

4. In the case of a demotion for reasons of less than satisfactory work performance, the provisions of section A-2 regarding demotions shall be applicable.